IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.352 OF 2006

IN

S.J.NO.590 OF 2000

IN

SUMMARY SUIT NO.497 OF 2000

Avanti LPG (India) Ltd. ... Plaintiff.

vs.

Gujrat Indo Lubo Limited. .... Defendant

Mr.V.B.Ghorpade, for Plaintiff.

Mr.Sudeep Dasgupta i/b. R.C.Dhru & Basin & Co, for Defendant.

CORAM: D.K.DESHMUKH,J.

DATED: 2nd March,, 2006

P.C.:-

1. This is a notice of motion taken out by the plaintiff. Though the reasons given in the affidavit filed in support of notice of motion for not remaining present in the Court, cannot be termed as satisfactory, as the plaintiff is willing to pay substantial cost to the

defendant, in my opinion, the notice of motion deserves to be granted and the order of dismissing the notice of motion for default, is deserved to be set aside. In this view of the matter therefore, the notice of motion is granted in terms of prayer clause (a), subject to condition that within a period of two weeks from today, the plaintiff to pay to the defendant as and by way of cost Rs.5,000/-. Payment of cost is condition precedent. If the cost is not paid within the aforesaid period, office shall treat this notice of motion as dismissed.